

DIVYA SANCHAR WELFARE SOCIETY (Regd.)

(Registration No.S/899/2014 Government of NCT of Delhi, under Society Reg. Act XXI 1860)

<u>APPLICATION FOR DWELLING UNIT IN "DIVYA APARTMENT"</u>

The President / The Secretary Unit No.83 Floor, 16/2, W.E.A., Karol Bagh, Delhi-110 005. First
Applicant
Passport
Photo
(Duly
Signed)

Co-applicant (if any) Passport Photo (Duly Signed)

Sir,

I have been enrolled as a member of **Divya Sanchar Welfare Society** It has come to my notice that the society has launched a housing scheme " Divya Apartment", in L / K-1 Zone of Delhi. I have read and understood the Rules/Regulation and Terms & Conditions of the Society and undertake to abide by them. Please consider my request for (2BHK/3BHK/4BHK Dwelling Unit). My Membership ID is______. I hereby remit a sum of Rs. (Rupees) by way of Cheque No./ Demand Draft No./ dated drawn on ____issued in favor of "Divya Sanchar Welfare **Society"**, payable at New Delhi, towards 1 st Land Cost installment. **Note**: Please write your name and contact number on the reverse of the cheque /DD. My particulars are given below: (A)SOLE/FIRST APPLICANT 1. Name: _____ 2. Father's/Husband's Name: _ 3. Date of Birth: _____ 4. Marital Status (Married/Unmarried) 5. Residential Status: Resident / Non Resident Indian (NRI) Mailing Address: ___

7.	. Permanent Address:				
8.	. Phone Nos.: (M)(L)				
9.	. Email (1)Email (2)				
10.	0. Membership Category (Tick appropriate box): A B C D (Please see ***Note at page 3)				
11.	1. Department / Organisation Name and Address:				
12.	2. PAN No:, Voter ID/Pass Port/Aadhaar Card No:				
(B)	B)SECOND APPLICANT (IF APPLICABLE)				
1.	. Name:				
2.					
3.	. Date of Birth:				
4.	Residential Status: Resident / Non Resident Indian (NRI):				
5.	. Correspondence Address:				
6.	. Permanent Address:				
7.	. Phone Nos.: (M)(L)				
8.	. Email:				
9.	. PAN No:, Voter ID/Passport/Aadhaar Card No.:				
(C)	C) Particulars of nominee				
1.	. Name:				
2.					
3.	. Relation:				

Signature of First Applicant

Signature of Co-applicant

DECLARATION

I declare that the particulars given herein above are true and correct to the best of my knowledge. I understand that I will be disqualified from the membership if any of the fact/information submitted is found to be incorrect.

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Signature of First Applicant
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***Note:

- A) Officers From Civil Services/ Engineering Services/Forest Service and their spouse and relatives
- B) Officers from State Govt and their spouse and relatives.
- C) Any working/retired officers from PSUs/Banks/ and similar institutions.
- D) Any self employed qualified professionals or eminent personalities...

Important: Please enclose two additional Passport Size photographs, along with other documents.

TERMS AND CONDITIONS:

- 1. Applicant needs to fill the Application Form and submit necessary documents like PAN Card as ID Proof and Address Proof with a booking amount of Rs. 6,00,000/- and Rs. 8,00,000/- for 3-BHK and 4BHK Dwelling Units respectively in favor of "Divya Sanchar Welfare Society" payable at New Delhi.
- 2. Documents to be provided to the members after receipt of Application Form with necessary papers, as mentioned herein above and realization of Booking Amount:
 - a) Welcome Letter / Acknowledgment letter
 - b) Payment Receipt
- 3. The members will be required to deposit the remaining installments as per the payment plan given at the end, at Annexure-1 .In case any member fails to make the payment of any installment of land cost within a stipulated time period then a penalty 18% per annum or other rate, as @ any decided by the Governing Body of the society may be imposed on such defaulting members. The Governing Body may even consider to terminate the membership of such defaulting members. In such cases the membership fee shall be forfeited. In addition to this a suitable penalty, towards losses suffered in the land purchase deal, as deemed fit by the Governing body may also be imposed. The balance amount after such deductions shall be refunded to the member.
- 4. After final payment towards land cost, delay in subsequent payments, which will be demanded by the Society on account of payments to the DDA/Government and also towards construction cost, will attract a Penalty / Interest @ 18% annually or any other rate of interest as decided by the Governing Body, for a limited time frame. After the lapse of this time frame, the Governing Body may take any appropriate action against such defaulting members.
- 5. The society reserves the right to change payment plan and increase land cost as per market condition.
- 6. The scheme is governed by the extant rules and policy of DDA/Govt of India. All conditions of the Land Pooling Policy scheme will be applicable.
- 7. Stamp duty and Registry expanses of the land will be shared by all members on pro-rata basis. Any other charges levied by any competent authority such as DDA/Govt Bodies etc. will be borne by members proportionately.

(Signature of Applicant)

- 8. Society reserves the right to increase or decrease the number of flats and/or area of flats as and when considered necessary in the best interest of the projects/scheme and as per the provisions of proposed/final land pooling policy of DDA or due to any other unforeseen reason/circumstances.
- 9. Members unconditionally and irrevocably authorize the Governing Body to negotiate with the land owner/owners for purchase of land and further authorize the Society to pool, collaborate, joint venture, merge, operation and management or any other mode with the third party(ies)/any other party(ies), the Land in whole or in parts on members behalf including transfer of ownership of the scheme or land in whole or in parts as per the proposed/final Land Pooling Policy of DDA/MPD-2021 of Delhi or otherwise to government, DDA any other authority, body, any person, institution, builder, society, trust and/or any local body(ies) which the Governing Body of the Society may deem fit in the best interest of the project/scheme and to achieve aims and objectives of the Society.
- 10. In case the required number of members does not come up or become interested in the proposed scheme, then the Society shall approach other institution, builder, Society, trust and/or any other third party(ies) for pooling of land to achieve the minimum required land for development of the housing complex as per the norms of the Land Pooling Policy of DDA. However, if the Society does not find any suitable party for pooling of land and/or not able to and/or in a position to develop the project/scheme due to change in DDA policy(ies) and/or any court ruling against MPD-2021 of Delhi and/or due to any other unforeseen reasons/circumstances rendering the proposed project/scheme non-feasible, then the Society shall abandon this scheme with the consent of majority of members/applicants of the scheme and return the money by selling the land after deducting the expenses, if any in proportion to the member's/applicant's contribution. If the Society does not find any suitable land for purchase from the sellers, the Society shall keep deposited the money so collected in the bank account of the Society, till it finds suitable land for the proposed project/scheme. However if the Society is not able to finalise purchase of suitable land, then the Society shall abandon this scheme and return the money so collected from the members for purchase of land after deducting the expenses and/or any part forfeiture of money collected due to any unforeseen reasons/circumstances, if any, in proportion to the member's contribution.
- 11. Any member can transfer his / her membership to any other suitable person subject to approval from the Governing Body and after the clearance of all pending dues, transfer fee and after obtaining No Objection Certificate from the society and provide all requisite documents of the transferee. No member will be allowed to transfer his / her membership for the period of one year, in case of primary/ initial membership, and six months in case of secondary or transferred membership, from the date of membership approved initially / transferred, except his / her membership is terminated / expelled.

- 12. Society will have the right to cancel membership of the person who will provide false or incomplete information required by the society.
- 13. Force-Majeure--- Any delay on account of any unforeseen reason or Act of God and if non delivery is beyond the control of the Society and any of the aforesaid events, the Society shall be entitled to a reasonable extension of time for delivery of possession of the said premises, depending upon the then contingency/prevailing circumstances. The Society as a result of such a contingency arising thereto reserve, the right to alter or vary the terms and conditions of membership/allotment or if the circumstances beyond the control of the Society so warrant the society may suspend the scheme for such period as if may consider expedient and/provided that no compensation of any nature whatsoever can be claimed by the Applicant(s)/intending member(s) for the period of suspension of the scheme. In consequence of the Society abandoning the scheme, the Society's liability shall be limited to refund the amount in proportion to the member's contribution by selling the land so purchased for the scheme and/or the whole and/or part of the project of the Society and the Applicant(s)/intending member(s) shall have no objection to that.

DECLARATION

have fully read and understood the above mentioned terms and

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conditions and agree to abide	e by the same. I understand that terms and conditions given above are			
of indicative nature with a view	w to acquaint me with the terms and conditions comprehensively set out			
in Allotment Letter, when iss	sued, which shall supersede the terms and conditions set out in this			
application. I further undert	take and assure the society that in the event of cancellation my			
membership/allotment by way	y of refund of my amount or in any manner, whatsoever including but			
not limited to as set out in th	ne terms and conditions provided in this application. I shall left with no			
right, title, interest or lien on I	residential flats applied for and provisionally and/or finally allotted to me			
in any manner whatsoever.				
	(Signature of Applicant)			
Place				
Date				
(FOR OFFICE USE)				
Membership ID No.	Date:			

Annexure-1 Payment Plan

1st land Cost Installment (Rs)-Day 1	600000	800000
2nd land Cost Installment (Rs)-within 60 Day	1000000	1200000
3rd land Cost Installment (Rs)-within 120 Day	873800	1351600